

Invitation for Bids  
Fire Apparatus Pumper/Tanker  
Moultonborough, NH  
May 9, 2016



Christopher P. Shipp, Chairman  
Board of Selectmen

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## TOWN OF MOULTONBOROUGH

### Invitation for Bids

### **Fire Apparatus-Pumper/Tanker**

Sealed bids for the provision of a Fire Apparatus Pumper/Tanker will be accepted until 2:00 p.m. on Thursday, May 26, 2016 in the Offices of the Select Board, 6 Holland Street, PO Box 139, Moultonborough, NH 03254 at which time they will be opened and publicly read aloud.

The general specifications are for a Pumper/Tanker fire apparatus.

The general specifications are based upon an International WorkStar 7600SBA 6X4 commercial cab and chassis, stainless steel fire body, a 1,500-2,000 gallon per minute Hale Q-Max pump and a Polyprene water tank capacity of at least 2,500-gallons. Storage and mounting considerations must be allowed for (1), 35-foot ladder, (4) SCBA, a 750-gpm portable pump and a 3,500-gallon portable dump tank.

A detailed package with information on the equipment to be delivered, items to be supplied by the owner or the vendor, and accommodated within the design, the conditions thereof, and bid forms, is available at [www.moultonboroughnh.gov](http://www.moultonboroughnh.gov) (click on Paid, Volunteer and Contract Opportunities) or said Select Board offices during normal business hours. Any question concerning the specifications please direct them to Chief Bengtson at [dbengston@moultonboroughnh.gov](mailto:dbengston@moultonboroughnh.gov) or 603-476-5658.

Each submitted bid should be in a sealed envelope marked, Town of Moultonborough, **“Fire Apparatus - Pumper/Tanker”**, with the due date clearly marked. If mailed, the bid submission should be in a similarly marked separate sealed envelope to protect against the actual bid being opened in error. Any questions with respect to this invitation must be received, in writing by mail (above address), by email [wjohnson@moultonboroughnh.gov](mailto:wjohnson@moultonboroughnh.gov), or fax (603-476-5835) by Walter Johnson, Town Administrator, no later than 4:00 p.m. on May 16, 2016. It is the bidder's responsibility to view and account for any addendums relating to this request. These will be posted on the Town web site no later than 4:00 p.m. on May 19, 2016.

The town reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests.

Christopher P. Shipp, Chairman/s/  
Board of Selectmen

Posted: Town Bulletin Boards (7)  
SAU

Advertised: Meredith News 05/12/2016 & Laconia Sun & 05/12 & 19/2016

Mailed: Vendors List

## **Scope of Work or Specifications and Conditions**

### **1.) General Description of the Project, Materials and Quantities**

The general specifications are based upon an International WorkStar 7600SBA 6X4 commercial cab and chassis, stainless steel fire body, a 2,000 gallon per minute Hale Q-Max pump and a Polyprene water tank capacity of at least 2,500-gallons. Storage consideration must be allowed for (1), 35-foot ladder, (4) SCBA, a 750-gpm portable pump and a 3,500-gallon portable dump tank.

### **2.) Specifications & Certification: See Exhibit A**

### **3.) Delivery, Cost, Location and Timing:**

All items, as specified, are to be delivered to a location within the Town of Moultonborough as the Town may specify at the time of delivery. The cost of delivery must be contained within your bid pricing.

You must specify the number of calendar days it will take you to deliver the equipment to us from the date we give you the notice to proceed under the contract.

### **4.) Term of Contract: N/A**

### **5.) General Conditions:**

- a.) If you are in default of the delivery date, a \$100 per day-liquidated damages will be assessed as a credit against any final payment due you.
- b.) If you are more than thirty (30) days late in delivering the equipment you will be given ten (10) days notice to cure the default. You will then have a period of ten (10) days to cure the default. If you do not do so we may cancel the contract.
- c.) Any cash payment due to you will be paid ninety percent (90%) upon the date of delivery. The balance will be paid within ten (10) days of our acceptance of the equipment as specified. You will maintain a lien interest in the equipment until that time. Any portion of your bid and performance deposit remaining on deposit with us will be returned at that time.
- d.) The term “days” will mean calendar days.
- e.) Unless otherwise specified to be of a longer duration, you must provide the standard factory warranty as specified by the manufacturer on each item to be supplied.
- f.) You must have a factory approved service facility within **100 miles** of Moultonborough.

**6.) Questions, and Supplements:**

Any questions with respect to this invitation must be received, in writing by mail (above address), fax (603.476.5835) or email ([wjohnson@moultonboroughnh.gov](mailto:wjohnson@moultonboroughnh.gov)), by Walter Johnson, Town Administrator, no later than 4:00 p.m. on May 16, 2016.

**\*Important Note:** The answers, and any other changes or supplements to this document, will be posted on the Town web site as an Addendum no later than 4:00 p.m. on Monday, May 19, 2016. It is the bidder's responsibility to check and verify any such changes in order to account for them in their bid. You must acknowledge issued addenda on your bid form.

**7.) Description, Continued Use, and Viewing of Trade-In(s):**

In addition to quote for a straight cash purchase, you will quote a trade-in allowance for a 1981 Ford/Farrar pumper with 1,000- gpm pump and 1,000-gallon water tank.

A detailed package with information on the specifications and equipment to be delivered, the conditions thereof, and bid forms, is available at [www.moultonboroughnh.gov](http://www.moultonboroughnh.gov) (click on Paid, Volunteer and Contract Openings) or Town Administration offices during normal business hours.

**8.) Bonding:**

Bidders must provide certain types of bonding from a surety company authorized to underwrite surety bonds in the State of New Hampshire with a minimum AM Best rating of "A" and acceptable to the Town in a form that will be subject to the approval of the Town. Bidders may substitute a certified check in the appropriate amount made payable to the Town of Moultonborough in lieu of a bond.

**A. Bid Deposit:**

A bid bond or certified check in the amount of five percent (5%) of the bid to ensure that the bidder will enter into a contract and submit a performance bond with fourteen (14) days of notice of award of contract. The successful bidder's bid bond will be returned or released after a contract is executed and an acceptable performance bond has been delivered. In case of failure to comply within the stated time, the bid bond will be forfeited as liquidated damages because of the default.

The bid bond or check of all but the lowest three (3) bidders will be returned after the bids are opened and evaluated and those low three bidders are established. The bid bonds of those that are retained after this process will be returned once a contract with the lowest responsive bidder is executed.

**B. Performance Bond:**

A performance bond in the amount of one hundred percent (100%) of the bid shall be furnished by the successful bidder within fourteen (14) days after receiving the official notice of award of contract. Failure of the contractor to perform according to the contract and specifications will be cause for the town to begin action for forfeiture of the performance bond.

The performance bond shall reference the warranty coverage and terms on the face of the bond. The Bidder's bonded warranty shall extend to the chassis and body regardless of manufacturer.

Proposals received from Bidders who do not manufacture the chassis shall provide a separate warranty which is issued jointly and severally by, both the Bidder and the chassis manufacturer. This document shall be included in the bid response package.

If the successful Bidder does not manufacture the chassis, the Bidder shall supply a separate warranty bond (in addition to their performance bond) along with their signed contract which guarantees all terms and conditions of the warranty and names, as co-principals, both the Bidder and the chassis manufacturer. This warranty bond shall be issued for the contract amount and shall remain in force for a term which is consistent with the term of the warranty quoted in the bid.

Bidders who manufacture the chassis should provide a warranty issued in their name only.

**9.) Financing:**

The apparatus to be acquired under this invitation shall be financed by funds raised and appropriated by the Town at the March 2016 Town Meeting under Article 6. The Town shall make payment in full within thirty (30) days of its receipt of the truck and certification by the fire chief; that the apparatus meets specifications and is fully operational. Should items of correction be needed, the payment will be made within thirty (30) days of the corrections having been made and accepted by the Town.

**10.) Bid due Date and Methods of Delivery:**

Sealed bids will be accepted until 2:00 p.m. on Thursday, May 26, 2016 in the Offices of the SelectBoard, 6 Holland Street, PO Box 139, Moultonborough, NH 03254 at which time they will be opened and publicly read aloud. Each submitted bid should be in a sealed envelope marked, **“Fire Apparatus-Pumper/Tanker”**, with the due date clearly marked. If mailed, the bid submission should be in a similarly marked separate sealed envelope to protect against the actual bid being opened in error.

**11.) List of Five References:**

Provide a list of at least five references for a similar Heavy Rescue that you have constructed and equipped within the past five years. You must identify the following:

- Name of Entity purchasing the truck
- Name of Specific Contact
- Email and telephone for the contact
- Description
- Initial Contract Value
- Final Contract Value
- Description of the difference

**12.) Force Majeure:**

The time for performance hereunder shall be extended for any delay or default in performing hereunder if such delay or default is caused by conditions beyond the Contractor's control including, but not limited to Acts of God, natural disasters (earthquakes, hurricanes, floods), wars or riots, or performance failures of parties beyond the control of the Contractor (e.g., disruptions in utility services attributable to the provider or labor actions by employees of a common carrier). Such extensions shall be day for day of the delay. Such extension shall only take effect if the Contractor shall give the Town prompt written notice following their first knowing of the occurrence causing the delay. Such notice shall include the cause of the delay, the anticipated length of the delay, the alternatives that could be considered to keep the project on schedule, and the action the Contractor is taking, notwithstanding the instant matter, to otherwise honor its end delivery date obligation.

The extension shall remain in place only to the extent that, on a seven day basis, the Contractor shall update this information and show a good faith prosecution of the remainder of the work that is not dependent upon the matter causing the delay.

A dispute with copyright owners or trademark infringements, contractor labor disputes, software or server delays, the obtaining of licenses or approvals other than those of the Town, or a delay in the delivery of parts that could have been available had they been ordered at the earliest possible moment shall not be considered to be a force majeure cause for extension.

**Town of Moultonborough**  
**Mobile Water Supply Apparatus**  
**Bid Form**  
**(Please Print in Ink or Type)**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

ATTENTION: Mr. Christopher P. Shipp, Chairman  
Board of Selectmen  
PO Box 139  
Moultonborough, NH 03254

Dear Mr. Shipp:

Having examined the documentation provided with the subject Invitation for Bids the undersigned proposes to furnish the requested item or materials as requested in accordance with the subject documents.

The undersigned acknowledges Addenda # \_\_\_\_\_  
(If none, write none).

If I am notified my proposal is accepted within forty five (45) days of the bids having been opened, I will execute a contract for the work within fourteen (14) days thereafter.

I propose to provide the following items for the following unit pricing:

Item

Price

**1.) Bid Price**

\$ \_\_\_\_\_  
(In Figures)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents



Time for Delivery: I will deliver this equipment to you within \_\_\_\_\_ days (In Figures) of your notice to proceed (exclusive of the time you take to review and approve my submittals).

I understand that the town reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests.

I understand that the Town may hold my bid for forty five (45) days prior to awarding a contract.

In order to be considered responsive each bidder must submit the following with this bid:

- 1.) Completed Exhibit A, explanation of any deviations from the specifications, and attachments of required drawings, catalog sheets warranty information and the like.
- 2.) Clerk's Certificate showing the authority of the submitting party to bind it to a contract. [This generally applies to corporations and partnerships. It is an extract from your minutes, a specific form by the Clerk of your Board of Director's or a section of your partnership agreement in which it is demonstrated that you have the authority to submit the bid and the authority to sign a contract if offered to you.]
- 3.) Bid and Performance Deposit Certified Check in the amount of 1% of the bid [rounded up to the next whole \$100.00 increment].
- 4.) History of Firm.
- 5.) Location of site at which truck will be manufactured.
- 6.) Name & Location of firm providing regular service.
- 7.) Reference List

I certify, under the penalties of perjury, that (1) I have had an opportunity to view the full bid package and am aware it was my responsibility to perform my own due diligence appropriate to submitting this proposal, (2) I am fully authorized to submit this bid, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine what my bid will be and (4) that I, to the best of my knowledge and belief, have paid all taxes, fees, assessments, betterments or other municipal charges that I owe to the Town of Moultonborough or have payment agreement in place or have filed an appeal over the same.

\_\_\_\_\_  
Signature of Bidder

Corporate  
Seal

\_\_\_\_\_  
Title of Bidder

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.